

security given for its regular payment; and in examining that security it will be proper, not only to consider the pecuniary circumstances of the grantor; but his expectation of life, the hazardous nature of the business in which he may be engaged; *Ringgold's Case*, 1 Bland, 26; and also his prudence; for, although he may, at the time, be in circumstances altogether unexceptionable; yet his death, his misfortunes, or his indiscretion in the management of his affairs may, in a short time, greatly impair, or totally destroy the security for the payment of the annuity. In these respects therefore, an annuity granted by a legally incorporated company must, in general, be considered as of much greater value than one of the same amount depending upon personal security alone; because there is a steadiness in the transactions of such bodies politic which, being the foundation of their credit, gives a value to their security greater than that of an individual. *Gibson v. Jeyes*, 6 Ves. 274, 279; *Ex parte Thistlewood*, 19 Ves. 236.

In addition to all these various circumstances relative to the expectation of life, and the securities by which a life interest is to be continued and sustained, it will be necessary moreover to ascertain the annual product of the life interest in order to make a proper estimate of its present value; for, apart from those things having an imaginary value, such as jewels and the like, the true criterion of the value of all property is the actual profit it may be made to produce; and hence, it has always been considered most correct to estimate the value of lands, annuities, &c. as so many years purchase; or, in other words, that the whole estate may be estimated as equivalent to so many years of its income paid at the time of the purchase. *Fremoult v. Dedere*, 1 P. Will. 429; *Flud v. Flud*, 2 Freem. 210; *Badger v. Badger*, *Moseley*, 117; *Barnardiston v. Lingood*, 2 Atk. 135; *Gwynne v. Heaton*, 1 Bro. C. C. 2; *Heathcote v. Paignon*, 2 Bro. C. C. 167; *Griffith v. Spratley*, 1 Cox, 389; *Gibson v. Jeyes*, 6 Ves. 268; *Peacock v. Evans*, 16 Ves. 512; *Ex parte Thistlewood*, 19 Ves. 253; *Chalmer v. Bradley*, 1 Jac. & Walk. 59; *Oliver v. Court*, 3 Exch. Rep. 320; *Ryle v. Brown*, 6 Exch. Rep. 265. (x) There is almost every where a material * difference between the amount of the annual legal interest on the pur- **243**

(x) Vulpean, in the time of the Emperor Justinian, A. D. 529, estimated the values of annuities as follows.—(*Pandect*. 35, 2, 68.)

Age.	Years of purchase.
Under 20	30
20 to 25	28
25 to 30	25
30 to 35	22
35 to 40	20
at 41	18
42	17
43	16

It is uncertain whether in this computation he made any allowance for discount, or something equivalent in meaning; or whether, as is much